



Mirror Trading International (Pty) Ltd
43 Plein Street
Unit 1, Ground Floor
Stellenbosch
7600
South Africa

Terms and Conditions of Agreement

between

Mirror Trading International (Pty) Ltd (“MTI”)

and

its members

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Part 1: Advice Disclaimer section

1. Introduction

1.1 Mirror Trading International (Pty) Ltd, (hereinafter referred to as “MTI”), hereby declares that it is not a financial services provider and that it provides an online Bitcoin trading service via its online platform.

1.2 All members, including proxy members, who represent parties on the MTI online trading platform, hereby agree that by accessing and registering onto the MTI online trading platform, and/or by the act of utilizing any MTI service on such platform, that they have read, understood and agree to and will abide by the terms of this agreement.

2. Nature of MTI’s business operations

2.1 MTI is an internet based cryptocurrency online trading platform which performs its business through the website known as www.mymticlub.com.

2.2 MTI’s official offices are located at 43 Plein Street, Unit 1, Ground Floor, Stellenbosch, Western Cape, South Africa.

2.3 MTI operates as club where interested parties acquire membership to the club for the primary purpose to trade the cryptocurrency known as Bitcoin on MTI’s online trading platform, whereby MTI utilizes members’ Bitcoin to trade on the global cryptocurrency market via various cryptocurrency brokers and brokerage firms.

2.4 MTI may from, time to time participate in trading Bitcoin on the foreign exchange currency (“Forex”) market, which depends on any applicable legislative and regulatory requirements being adhered to before commencing such trading activity.

3. Advice Disclaimer

3.1 MTI is not and does not portray, or attempt to portray itself as a registered or authorized financial services provider, or render financial services in respect of advice or intermediary services pertaining to financial products as defined in the Financial Advisory and Intermediary Services Act no. 37 of 2002 (the “FAIS act”).

3.2 MTI is not and does not portray, or attempt to portray itself as a registered or authorized financial securities services provider or brokerage, as defined in the Financial Markets Act, No.19 of 2012 (the “FM Act”).

4. Financial advice

4.1 Neither MTI nor its members, or its management team, purport to be financial advisors.

- 4.2 Any member who requires financial advice, are encouraged to consult their own personal financial advisor to assist them in that regard.
- 4.3 MTI does not provide any financial advice or intermediary services for any member utilizing the MTI online trading platform.

5. Trading performance

- 5.1 As per MTI's Terms and Conditions of Agreement contract, including its general policies and advice disclaimer, MTI does not guarantee or warrant any returns or specific growth, rates, percentages or outcomes regarding the trading activity on the MTI online trading platform.
- 5.2 MTI members and proxy members utilise the services provided on the MTI online trading platform entirely at their own risk, without any liability being levelled towards MTI for any actions conducted by said members and proxies whatsoever.

Part 2: General terms and conditions

6. Introduction to general terms and conditions

- 6.1 This part of this contract covers the set of terms and conditions pertaining to the access and registration of members onto the MTI online trading platform.
- 6.2 All members, prospective members and proxy members accept to the Terms and Conditions of Agreement contract as a whole, through their action of registering on the MTI online trading platform and/or by the use of any service provided by MTI.
- 6.3 All members, prospective members and proxy members, through their action of depositing Bitcoin into the MTI online trading platform, unequivocally consent and agree to MTI holding their Bitcoin on their behalf in a Bitcoin trading pool account, which contains all other members' Bitcoin funds, for the purposes of trading on the cryptocurrency market where various cryptocurrency denominations are bought and sold on behalf of members, in order to earn gains from such trading activities for the benefit of such members.
- 6.4 All members, prospective members and proxy members are required to familiarise themselves with this Terms and Conditions of Agreement contract, which covers the contractual relationship between MTI and its members as a whole, and also to these specific set of terms and conditions pertaining to the access and registration of members onto the MTI online trading platform.

7. General terms and conditions regarding registration of prospective members

- 7.1 A prospective member's access, registration and use of the MTI online trading platform (and any and all related software utilized to support the online trading platform) shall be governed by the general terms and conditions detailed hereunder.
- 7.2 The registration of a prospective member to the MTI online trading platform, and the utilisation of the services provided by the online platform by said prospective member, including the activity of a valid proxy, irrevocably binds the prospective member to the general terms and conditions as stipulated in this part, and also to the further provisions contained in the overall Terms and Conditions of Agreement contract as a whole.
- 7.3 **VERY IMPORTANT:** The registration of a prospective member onto the MTI online trading platform enables such prospective member to utilize the services of the MTI online platform, and also entitles the prospective member to register 1 (ONE) trading account with MTI and the MTI online trading platform (the registration of multiple accounts by a prospective member under various different aliases with MTI and MTI's online trading platform is a strict violation of the terms and conditions of this contract and will result in the immediate suspension/disablement of a member's account and the eventual termination thereof).
- 7.4 The MTI online trading platform provides all necessary information with regards to operating the member account dashboard, as well as further details pertaining to the MTI Compensation Plan and its optional Referral Bonus plan.
- 7.5 In order for a prospective member to make use of the services provided by MTI on its online trading platform, the prospective member is required to register and open an account on the platform.
- 7.6 A prospective member is required to fund their MTI account with a minimum amount of \$100 USD (One Hundred United States Dollars) worth of Bitcoin within 7 (SEVEN) days from the date and time of the registration of the prospective member's account with MTI on MTI's online trading platform.
- 7.7 The failure of a prospective member to make a minimum deposit of \$100 USD worth of Bitcoin within a 7 (SEVEN) day period will result in the newly registered account being deleted from the MTI online trading platform.
- 7.8 A prospective member who fails to fund their account timeously, and the deletion of the newly formed account has occurred, such prospective member will have the ability to register another account on the MTI online trading platform and will result in the prospective member being placed in a different position within the MTI referral structure.
- 8. General terms and conditions regarding eligibility for membership with MTI**
- 8.1 Any prospective member who intends to register onto the MTI online trading platform must fulfil the following criteria:

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- 8.1.1 if the prospective member is an individual natural person, he/she must be at least 18 (eighteen) years of age;
- 8.1.2 the prospective member must have the requisite legal capacity to enter into a legally binding contract;
- 8.1.3 if the prospective member is a minor, the following sub-criteria need to be fulfilled:
- a) a minor prospective member may not become a member of MTI, unless he/she has reached the age of permissible age to enter into contract without the assistance of their legal guardian, as per the relevant laws of contract pertaining to their country of residence (which in the case of the Republic of South Africa is 18 years of age, which may differ from country to country as the case may be);
 - b) if the prospective member is a minor, who is under the age of 18 (eighteen) years of age, and is resident within the Republic of South Africa, the legal guardian of such minor will be able to manage the MTI membership and account on behalf of such minor and will be liable and be bound to the Terms and Conditions of Agreement in their representative capacity as legal guardian of the said minor;
 - c) the legal guardian of the minor prospective member, as stipulated in clause 8.1.3.2 above, must ensure that once the minor prospective member is registered as a member of MTI, that he/she does not access her/his account on the MTI online trading platform without the presence and assistance of his/her legal guardian, who will have full access to the minor's account and membership access rights until the minor reaches the age of majority;
 - d) once the minor prospective member attains the age of majority, he/she may approach MTI to provide him/her with full exclusive access to the MTI online trading platform, by providing MTI with the requisite proof of attaining the age of majority;
 - e) the minor prospective member, who has attained the age of majority, and has been granted exclusive access to the MTI online trading platform, will be bound to the Terms and Conditions of Agreement as herein stipulated;
- 8.1.4 if a prospective member chooses to utilise a legally recognised proxy to register onto the MTI online trading platform, such intended proxy must be at least 18 (eighteen) years of age and must have the requisite legal capacity to enter into a legally binding contract (a duly signed power of attorney or proxy agreement must be submitted to MTI for evaluation before a proxy will be granted permission to act on behalf of the interested party);
- 8.1.5 if a prospective member is a registered company, trust or any other corporate legal entity with limited liability (duly registered under applicable laws and legislation of the particular country or jurisdiction in which the aforesaid legal entity conducts business from, and/or is domiciled) the following provisions apply:
- a) such legal entity must appoint a duly authorised representative by written declaration or resolution or letter of authority to act on behalf of the said

legal entity in order to register the legal entity onto the MTI online trading platform and to utilize the services and products offered by MTI;

- b) the duly authorised representative of the legal entity will contractually bind the legal entity to the terms and conditions of agreement contained herein via him/her registering the legal entity onto the MTI online trading platform on behalf of the said legal entity;
- c) if any dispute regarding the authority of the appointed representative of the legal entity arises, such dispute shall have no force and effect on the legality or existence of the contractual relationship between the legal entity represented by the said representative and MTI;
- d) MTI reserves the right to request a certified copy of the relevant resolution/written declaration/letter of authority from the appointed representative or from the legal entity represented to confirm the appointment of the representative of the relevant legal entity;
- e) the legal entity registering and contracting with MTI, must submit certified copies of relevant CIPC (Companies and Intellectual Property Commission) documentation, company documents, trust deeds or any other document which will confirm the existence and solvency of said legal entity;
- f) if the legal entity fails to furnish MTI with the requisite documentation to register an account within a reasonable time period, MTI reserves the right to suspend the legal entity's account until the requisite documentation have been submitted;

8.1.6 a prospective member is required to be sponsored by an existing member of MTI (the "Sponsor");

8.1.7 a prospective member is required to have a valid identity document and/or certificate of incorporation/registration if such member is a registered legal entity, in order to be eligible to obtain membership with MTI, and to open an account on MTI's online trading platform.

8.2 Any prospective member intending to become a member of MTI, is responsible for their own taxes on any proceeds and the declaration thereof with the party's relevant tax authority (MTI does not deduct or withhold any taxes on any party's behalf, nor will any reporting tax related responsibilities vest with MTI).

8.3 Any prospective member intending to become a member of MTI, must take responsibility for maintaining and protecting the confidentiality and safekeeping of their login details granting access to MTI's online trading portal, which includes the prospective member's email address and password details, and once the prospective member becomes an approved member of MTI, MTI is indemnified as follows:

8.3.1 MTI takes no responsibility for any unauthorised access to any member's account;

8.3.2 MTI takes no responsibility for any unauthorised usage of the member's account once the account has been accessed by an unauthorised party; and

8.3.3 in the event of a security breach of the MTI online trading platform, MTI shall notify its members as soon as practically possible, in compliance with South

African legislation such as the Protection of Personal Information Act No. 4 of 2013 (the “POPI Act”) and international regulations such as the General Data Protection Regulation (the”GDPR”).

9. Disclaimer of warranties pertaining to approved members

- 9.1 All members understand and acknowledge that neither MTI nor its business partners, are responsible for any losses or damages of whatever nature that a member may suffer (nor will MTI accept liability for such losses or damages) for the MTI online trading platform being temporarily being unavailable or due to any technical issue and/or due to any maintenance issue beyond the reasonable control of MTI.
- 9.2 All members understand and acknowledge that MTI does not provide any guarantees pertaining to the performance, accuracy, timelines, completeness or suitability of the information (which may contain unintended outdated information, inaccuracies or errors) and services depicted on the MTI online trading platform, for any particular purpose; and MTI accepts no liability for such incorrect depictions.
- 9.3 All members understand and acknowledge that information provided by MTI on the MTI online trading platform, including but not limited to statements, trade results and advertisements, are purely for information purposes and by no means are intended to serve as financial or investment advice, and/or financial forecasts of future performance.
- 9.4 All members understand and acknowledge that any information or services accessed and utilised by members on the MTI online trading platform, do so entirely at their own risk and MTI cannot be held liable for any damages or loss occurred by a member as result of accessing and utilising such information or service.
- 9.5 All members understand and acknowledge that any product, services and information related thereto, offered by MTI on MTI’s online trading platform, meet their specific needs and requirements once they commence activities with the MTI online trading platform.
- 9.6 All members understand and acknowledge that the MTI online trading platform may include links to other third party websites, which are controlled and run by MTI staff, and are provided by MTI to its members for their benefit, convenience and to train/educate them further regarding the effective use of MTI’s online trading platform.
- 9.7 All members understand and acknowledge that any and all online conversations/chats, videos, links, documents and other information obtained directly or indirectly through the use of the MTI online trading platform (including but not limited to any of its affiliates and/or their webpages or portals, social media links or other electronic communications) are purely for informative purposes, and shall by no means be construed as constituting financial or investment advice whatsoever.

- 9.8 All members understand and acknowledge that MTI and its officers cannot be held liable in any manner for any consequential losses or damages that a member may incur as a result of their access and usage of the MTI online trading platform (this includes access and usage performed by a proxy acting behalf of a member).

10. Copyright provisions

- 10.1 All members acknowledge and agree that the MTI online trading platform contains confidential information, which is protected by local and international copyright laws and legislation, as well as applicable local and international intellectual property laws and legislation.
- 10.2 MTI reserves all rights pertaining to copyrights and intellectual property rights it holds regarding the MTI online trading platform, the performance thereof, and any relevant activities associated thereto.

11. MTI's exclusive rights

- 11.1 Members are permitted to utilise the MTI online trading platform provided that they **refrain** from conducting the following actions:
- 11.1.1 copying, modifying, creating a derivative version, reverse engineering, reverse assembling or similar modification, or attempting to discover any source code, meta-data, sell, assign, sub-licence out, grant a security interest or otherwise, or transfer any right pertaining to the MTI online trading platform in any manner or form whatsoever;
 - 11.1.2 utilising modified versions of the MTI online trading platform, including and without limitation, for the purpose of obtaining unauthorised access to the MTI online trading platform; or
 - 11.1.3 accessing the MTI online trading platform by any other means other than through the interface as provided by MTI on its online trading platform.
- 11.2 Members are authorised to utilise their name, personal photograph, any personal testimonial and/or likeness in the creation of advertising and promotional material, and such members in producing such advertising and promotional material, waive all claims for remuneration for such productions (members will receive marketing-specific communications relating to the production of advertising and promotional material from MTI from time to time via email, and members have the option to opt-out of receiving such communications through the relevant link provided on such emails if they so wish).
- 11.3 Members agree to permit MTI to contact members via email or text message for various reasons from time to time, including and not limited to, MTI official announcements, bonus plans, promotions, technical updates, operational updates and amendments to terms and conditions relating to this contract.
- 11.4 Should any password, email address, 2FA (Second Factor Authorisation) or Bitcoin withdrawal wallet address be amended for whatever reason, MTI reserves the right, for

security reasons and for the protection of the MTI online trading platform and its participating members, to block and restrict withdrawals from a member's account for a period of 7 (seven) calendar days.

- 11.5 Should a member misuse, manipulate or abuse the various Bonus Plans contained in the Compensation Plan available on the MTI online trading platform, by means of schemes or unethical behaviour, with or without the assistance or collusion of other parties, MTI reserves the right to withhold, deduct or collect from the guilty member and his/her accomplices, any portion/amount of Bitcoin unfairly received from their relevant MTI account/s.
- 11.6 MTI reserves the right to manage the Referral Bonus of any account with a balance of less than \$100 (One Hundred USD) worth of Bitcoin in value.
- 11.7 Should the balance in a member's account fall below the minimum threshold of \$100 (One Hundred USD) worth of Bitcoin, the allocation of the 10% (ten percent) Referral Bonus earned by the member's Sponsor earned after the relevant 7 (seven) Calendar day waiting period having expired, will be as follows:
- 11.7.1 50% (fifty percent) of the allocated Referral Bonus will be allocated to the Sponsor member's income wallet;
 - 11.7.2 50% (fifty percent) of the allocated Referral Bonus will be allocated to the Sponsor member's trading pool balance;
 - 11.7.3 this automatic allocation of the Referral Bonus will persist pending the member's trading pool balance increasing to over or equal to \$100 (One Hundred USD) worth of of Bitcoin, and once the member's trading pool balance reaches the threshold of \$100 (One Hundred USD) the normal allocation rules apply.
- 11.8 Data lists containing the names of customers and members belong to MTI and are not permitted to be utilised for any commercial or business purposes without the prior written consent of MTI, its directors and its management officers.

12. Indemnity

- 12.1 All members entering into this Terms and Conditions of Agreement contract, indemnify and release MTI from and against all claims, lawsuits, arbitration proceedings, demands, actions, applications, liabilities, costs and expenses (including reasonable legal costs and expenses awarded by any competent court or tribunal) resulting from any member's acts or omissions prior or during their membership with MTI, relating to their access to and/or utilisation of the MTI online trading platform, or arising from any breach of this contract by any member, or arising from any negligent act or omission, which results in any claim, lawsuit, arbitration proceeding, demand, action, liability, cost/s or expense arising there from.
- 12.2 All members acknowledge and understand that failure to comply with the provisions provided in this Terms and Conditions of Agreement contract, may result in the

termination of the contract, which also may result in MTI suspending the membership of a non-compliant member pending the outcome of an investigation into the activity of such member.

- 12.3 All members acknowledge and understand that during an investigation of their particular account for any breach of this contract, any bonus payment due to a member may be delayed until a final resolution has been decided upon with regards to the relevant investigation.
- 12.4 All members acknowledge and understand that in the event of a material breach of this contract by a member occurs, the relevant member's rights pertaining to current and future bonuses accruing to him/her, may be terminated without any further bonuses and associated payments of any kind being made by MTI to the relevant member forthwith, with such bonus payments being forfeited to MTI with immediate effect.
- 12.5 All members agree to indemnify MTI, its directors, shareholders, management officers, contractors and employees from any and all claims, damages or expenses (including legal fees) that may arise from any of their actions, omissions or conduct in violation or contravention of this contract.
- 12.6 All members acknowledge and understand that bonuses currently offered by MTI, as per its Compensation Plan, are subject to change without prior notice and is subject to fluctuating market conditions and trading activity beyond the control of MTI.

13. Regulatory and Policy

- 13.1 MTI requires that all members act in a manner that complies with relevant applicable regulatory, policy, legislative and legal parameters governing the trade of cryptocurrency, in particular Bitcoin.
- 13.2 Should any member obtain information or become aware of any developments regarding any regulatory, policy, legislative and legal parameters in any communication medium of any form, such information should be forwarded directly to MTI Support, which will be forwarded to the relevant management department and personnel dealing with such developments, which will also be forwarded to the CEO (Chief Executive Officer) of MTI.
- 13.3 Should the developments occur as per clause 13.2, no member is to circulate or send such information contained in such communication medium to any other member other than to MTI Support.
- 13.4 Should a member transgress the provisions contained in clause 13.2 and 13.3 above, MTI reserves the right to cancel the relevant member's membership, resulting in the relevant member's account being terminated and completely withdrawn, with his Bitcoin returned to him/her within a reasonable time period.

- 13.5 Should a member have his/her account with MTI being cancelled as per clause 13.4, such member shall be prohibited from joining MTI again.

14. Limitation of liability

Neither party to this contract are liable to one another for any consequential or indirect loss, including but not limited to, loss of profit, loss of data, lost opportunity cost and loss of enjoyment, through the use of the MTI online trading platform.

15. Transfer of members accounts

- 15.1 Due to the prevalence of cybercrimes, no account shall be ceded or assigned to any third party.
- 15.2 Despite any other terms and conditions contained in this contract, MTI reserves the right, in exceptional circumstances, to change the details of a member on the relevant member's profile.

16. Amendments and variations to terms and conditions

- 16.1 MTI, in its sole discretion, may amend the terms and conditions of this contract from time to time, if and when necessary to do so, without prior notice.
- 16.2 Updated amended terms and conditions of this contract will appear on the MTI online trading platform in the Governance section.
- 16.3 It is the responsibility of each and every member of MTI to keep abreast of amendments to the terms and conditions of this contract when they do arise.
- 16.4 After amendments of the terms and conditions of this contract occur, the continued use of the MTI online trading platform by members shall be construed as unequivocal acceptance of the said amendments.
- 16.5 If a member fails to agree to comply and be bound by the terms and conditions of this contract, as amended from time to time, such member must cease trading on the MTI online trading platform, request a full withdraw of all Bitcoin in trade and inform MTI Support and the member's Sponsor member regarding their cancellation from the MTI online trading platform.
- 16.6 If a member elects to relinquish their membership on the MTI online trading platform, such member shall be bound to the terms and conditions of this contract for a period of 36 (thirty six) months after cancellation of their membership and will refrain from participating in any conduct that could possibly cause reputational harm to MTI.

17. Jurisdiction

17.1 This contract and the contractual relationship between MTI and its members shall be governed by the laws of the Republic of South Africa.

17.2 The parties to this contract agree and submit to the jurisdiction of the relevant High Court of South Africa in the determination of legal proceedings launched either by MTI or an aggrieved member of MTI, as the case may be.

18. Waiver and severance of terms and conditions to this contract

18.1 Any failure on the part of MTI to exercise or enforce any rights it has in terms of any provisions this agreement to utilise against a member contravening the terms and conditions of this contract, shall not be constituted as a waiver of such rights concerning the relevant provisions not exercised or enforced.

18.2 MTI reserves the right to exercise or enforce such provisions against a member contravening the terms and conditions of this agreement, either when MTI comes aware of such contravention by the relevant member, or within 3 (three) years from date of the contravention, whichever is sooner.

18.3 If any provision of this contract is deemed by a relevant court holding jurisdiction, to be invalid or illegal, the parties to this contract will agree to an amended provision to comply with the court's findings, alternatively and should it be impossible to amend such provision, such provision shall be severed from this contract and the remaining provisions of this contract shall remain in force and effect binding all parties thereto.

19. Consequences of Insolvency and Succession pertaining to membership

19.1 All rights in and to a member's account and the information pertaining to such account, shall terminate upon the death of a member or the winding-up of the estate of an insolvent member.

19.2 MTI will upon the receipt of a formal request from a member's executor/liquidator/trustee, supported by a formal letters of authority, letters of executorship or relevant court order, (supplemented by supporting documentation such as a death certificate or copy of winding-up court order or trust deed, as the case may be) will proceed to freeze the member's account and provide the member's executor/liquidator/trustee with a statement of account regarding the Bitcoin in trade on the MTI online trading platform.

19.3 MTI, upon formal request, will act upon the instructions of a member's executor/liquidator/trustee and shall either liquidate a member's Bitcoin by transferring same to the member's estate, or shall replace the member with his/her nominated beneficiary as per their wishes contained in their last Will and Testament as the case may be.

- 19.4 A deceased member's membership on the MTI online trading platform can only be transferred to a beneficiary of the member's estate, such beneficiary must either be a natural person or a duly registered legal entity, and such position will not be split between multiple parties in requisite portions (only one beneficiary can inherit the deceased member's membership).

20. Declaration

- 20.1 By a member accepting to this contract, such member confirms that he/she has carefully read, understood and agrees to fully comply with all the terms and conditions of this contract.
- 20.2 All members acknowledge and understand that the terms and conditions contained in this contract are binding on such members, represented by proxy or not.
- 20.3 All members acknowledge and understand they must be in good standing with MTI and must not be in violation of any terms and conditions of this contract should they wish to be eligible to any bonuses or payment offered by MTI on its online trading platform.
- 20.4 The continuation of a member's membership and the member's continued participation on MTI's online trading platform, as well as the member accepting bonuses and like payments from MTI, shall constitute as the relevant member's acceptance of the terms and conditions of this contract and to any and all amendments associated thereto.
- 20.5 A member is required to understand and abide by any laws and applicable legislation within their relevant country or jurisdiction, pertaining to the trade of cryptocurrency and which may have an effect on the member's continued membership with MTI.

Part 3: General policies pertaining to the use of the MTI online trading platform

21. Introduction to general policies

- 21.1 This part covers a range of MTI general policies pertaining to the use of the MTI online trading platform which all members and their relevant proxies must agree and abide to after registering on the MTI online trading platform and subsequent utilization of such trading platform and the services offered thereon.
- 21.2 All members are required to read and familiarize themselves regarding these general policies.
- 21.3 All policies and procedures pertaining the use of the MTI online trading platform, as presented herein, and as amended from time to time at the sole discretion of MTI, are incorporated into, and form an integral part of the MTI Referral Bonus terms and conditions contained in the Compensation Plan, and the remaining terms and conditions of this contract.

- 21.4 Throughout these policies and procedures, when the term “contract” is used, it collectively refers to the entire Terms and Conditions of Agreement as a whole, which includes the MTI Referral Application, the MTI policies and procedures together the rest of the terms and conditions contained in this contract.
- 21.5 Notwithstanding anything stated in the aforementioned terms and conditions, it remains the responsibility of each member to read, understand, adhere to and to ensure that he or she is aware of, and operates under the most recently updated current version of these policies and procedures.
- 21.6 It remains the sole responsibility of each member to ensure that the members of their down-line, and for whom they act as a Sponsor member for, are made aware of any subsequent amendments to these terms and conditions.
- 21.7 When a member enrolls a new member onto the MTI online trading platform, it is the responsibility of the Sponsor member to provide the most current version of these policies and procedures, terms and conditions and of the Compensation Plan, as contained in this contract to the prospective member, prior to he/she enters into the Referral Agreement by referring the prospective member to the MTI online trading platform.

22. Ethical behavior pertaining to the use of the MTI online trading platform

- 22.1 MTI conducts business in an ethical and credible manner based on MTI’s core values of Integrity, which requires that every member deal ethically with their customers, with other members and with MTI.
- 22.2 MTI permits no unethical or illegal activity, nor shall it be held liable for such actions or behavior.
- 22.3 MTI will intercede if suspected unethical behavior is brought to the attention of MTI, and as such, MTI reserves the right to exercise its best judgment in deciding whether certain activities conducted by members are unethical in nature, and such decision will be final.
- 22.4 MTI may use its own discretion in determining the appropriate course of action to deal with suspected unethical behavior, unless the transgression requires legal action in the appropriate court or tribunal forum.
- 22.5 Should MTI determine that unethical behavior is being conducted by a certain member, MTI reserves the right to suspend or terminate the relevant member’s membership and account on the MTI online trading platform, including but not limited to all bonuses and payments of any kind which may be due to the relevant member in question.

- 22.6 Under no circumstances is a member, whose membership is terminated due to unethical behavior or illegal activity, entitled to sell or transfer their position on the MTI online trading platform.
- 22.7 Examples of unethical behavior includes, but are not limited to the following:
- 22.7.1 making any false or misleading remarks, statements, innuendos or spreading false rumors that may disparage prospective members from trading on the MTI online trading platform, accessing MTI's services, products and Compensation Plan;
 - 22.7.2 making false or misleading remarks, statements, innuendos or spreading false rumors that may defame MTI's online trading platform business, its founders, its management, its members, its business partners or employees;
 - 22.7.3 making any false claim regarding MTI's products that are not found on MTI's online trading platform or official referral material;
 - 22.7.4 making any unapproved income claims or revealing the amounts of income that a member has received by trading with MTI, without prior consent from the MTI management and board;
 - 22.7.5 utilizing any of the information in a member's back office or a member's activity report in a manner to influence another member of MTI to alter their contractual relationship with MTI in any manner whatsoever;
 - 22.7.6 utilizing the information in a member's back office or a member's activity report in order to compete with MTI in any manner whatsoever, either directly or indirectly, personally or through an agent or third party;
 - 22.7.7 by providing, selling or revealing any membership data lists and/or their contact information that may appear in a member's activity report or down-line report sent to a third party;
 - 22.7.8 by providing, selling or revealing any private and confidential MTI internal data belonging exclusively to MTI;
 - 22.7.9 by directly or indirectly disclosing the password and/or access code, including 2FA codes, to a member's account, back office portal or activity report on the MTI online trading platform;
 - 22.7.10 by any action of forgery to mimic the identity of another member in order to gain access to the member's account, back office portal or activity report on the MTI online trading platform, such actions of forgery include and are not limited to the forging of a member's signature, pretending to be a member via email/textmessage/Whatsapp/message/phone-call/telegram communications to MTI and MTI Support, utilizing software programs such as Photo-shop to pretend to be another member and sending forged manipulated documentation and photographs to MTI and MTI Support;
 - 22.7.11 making any unauthorized use of MTI's name, logos, intellectual property, photos, videos, trademarks or copyrighted material in any way or form or deviating from the authorized content in any form or manner;
 - 22.7.12 the violation of any law, legislation or regulation applicable;
 - 22.7.13 by competing with MTI's products or trading services, directly or indirectly, via the association with another competing online trading business entity or through

a member's efforts in attempting to recruit other members of MTI to their competing trading platforms;

- 22.7.14 by behaving aggressively or using abusive language, mistreatment, or any other inappropriate behavior toward any MTI employee, founder, management officer or any other member of MTI as the case may be;
- 22.7.15 by publishing any private and confidential information belonging to MTI, including data regarding other member's accounts, MTI's statements of account, profit and loss margins, membership Bitcoin holdings in MTI, Bitcoin trading values pertaining to MTI and its members, on any social media platform and/or public forum;
- 22.7.16 by engaging, promoting or encouraging any activity, behavior, participation, abuse or conduct in order to undermine the MTI online trading platform, which could result in the perpetrator obtaining an unfair advantage and financial benefit from any of the Bonus Plans within the Compensation Plan available.

23. Impermissible key-words, phrases, expressions and acronyms whilst engaging with the MTI online trading platform

23.1 Members are forbidden to make use of certain words, similar words, key-words, phrases, expressions and acronyms whilst communicating and engaging with MTI, its members, support team, management team, leadership and the public in general, on any topic, via any communication medium, including and not limited to verbal communications, emails, text messages, Whatsapp messages, telegram messages, phone-calls, and include the following:

- 23.1.1 "Pint money";
- 23.1.2 "Printing money";
- 23.1.3 "Pyramid";
- 23.1.4 "Pyramid-scheme";
- 23.1.5 "Get rich quick scheme";
- 23.1.6 "Get rich quickly";
- 23.1.7 "Fast money";
- 23.1.8 "Money making machine".

23.2 The usage of forbidden key-words, phrases, expressions and acronyms by members is considered by MTI as a serious violation of these terms and conditions and could result in the relevant member making such utterances in having their membership suspended or terminated along with their account on the MTI online trading platform.

24. Recruiting

24.1 Cross-line recruiting (commonly known as "poaching of members") of other members belonging to another down-line structure is not permitted.

24.2 A down-line structure contains the members that have been approached by a member, and the subsequent members these members have approached, to join the MTI online trading platform.

- 24.2 Cross-line recruiting or “poaching” of members, means the action of a member approaching another member, who is not the approaching member’s direct referral or a member approached by one of the approaching member’s down-line members, in order to unfairly lure such approached member to become part of the approaching member’s down-line, thereby abandoning their own down-line structure.
- 24.3 A member may not solicit or approach an individual or entity that has been previously sponsored by another Sponsor member of MTI.
- 24.4 A member may not solicit or approach an individual or entity consider to become prospective member of MTI, who has already been approached by a Sponsor member to join their own down-line structure, thereby unfairly taking a referred member from the Sponsor member soliciting such a member to join the MTI online trading platform.
- 24.5 A member may not register and fund a prospective member without their consent or authorization in an attempt to lock them into the MTI online trading platform.
- 25. Territorial rights / Conducting trading on the MTI online trading platform across international borders**
- 25.1 Members may refer and sponsor new members in any country or jurisdiction where MTI conducts business operations from without exclusivity.
- 25.2 Members utilizing the MTI online trading platform in countries other than the Republic of South Africa, are bound to the terms and conditions of this contract, regardless of the applicability of the prevailing laws, legislation and regulations of the country in question.
- 25.3 Members utilizing the MTI online trading platform in countries other than the Republic of South Africa, are responsible for gaining knowledge and adhering to their country’s applicable laws, legislation and regulations with regards to cryptocurrency trading, which includes and is not limited to laws pertaining to customs, immigration, competition and accepted marketing practices of that particular country or jurisdiction.
- 26. Qualification requirements for earning Bitcoin from the MTI Compensation Plan**
- 26.1 Via MTI’s Compensation Plan, MTI offers its members a variety of different options to earn Bitcoin income from the trade of their Bitcoin.
- 26.2 Various options afforded to members by MTI’s Compensation, require members to qualify first before they are awarded bonuses in the form Bitcoin from MTI, as a result of their trading activity on the MTI online trading platform.

- 26.3 Qualification requirements for further bonuses for members trading on the MTI online trading platform are expounded and defined in the Compensation Plan, which forms the subject matter of Part 6 of this contract.
- 26.4 All members are responsible to continually verify their qualification status with regards to bonuses available to them as per the Compensation Plan.
- 26.5 MTI will not be obligated to pay any bonus to a member who has been disqualified from obtaining bonuses as per the Compensation Plan.
- 26.6 Referral Bonus Bitcoin payments are paid to Sponsor members within 7 (seven) Calendar days from the date that a referred member deposits their Bitcoin into the trading pool of the MTI online trading platform.
- 26.7 Should MTI ascertain that irregularities have occurred regarding the Referral Bonus awarded to a member due to prohibited behavior as contained in this contract, such as fraud, rolling deposits or the unfair manipulation of the Referral Bonus, MTI reserves the right to void and recover a Referral Bonus awarded to a Sponsor member in full or in part thereof within an 8 (eight) week period after making such payment to a member; this measure is implemented to protect the integrity of the Compensation Plan, the various Bonus Plans contained in the Compensation Plan and the administration of MTI.
- 27. General rules for members engaging in MTI business operations**
- 27.1 All members are to introduce and refer to themselves as a member of MTI, when engaging in MTI business operations.
- 27.2 Members are forbidden to pass themselves off or to give non-members the impression that they are authorized representatives or agents of MTI.
- 27.3 The use of MTI's intellectual property including logos, trademarks, trade names or service marks are strictly prohibited without prior, written approval from management as appointed by the board of directors of MTI.
- 27.4 Before members proceed to design any marketing or communication material to improve their trading activity on the MTI online trading platform, they must confirm that such material derives from the member that has produced it and not from MTI in any way, shape or form.
- 27.5 Members are permitted to use MTI's written information which is commonly found in current referral materials; members are not permitted to reproduce such material word for word ("ad verbatim"), without prior, written approval provided by MTI management (intellectual property belonging to MTI including MTI marketing material, are protected by copyright and relevant trademark laws and legislation).

27.6 Members are not permitted to make promises of income, or trading forecasts of set growth patterns of any nature to the public at large.

27.7 MTI will not and cannot be held liable for financial losses suffered by any party as a result of reckless unfulfilled promises made to prospective members or third parties made by any other existing members.

28. Intellectual property, including trademark and copyrights

28.1 MTI forbids the use of its intellectual property, including trade name, trademarks, official designs, official photos, official videos, official audio recordings and symbols by any person, including members of MTI.

28.2 Members may not produce for sale, distribution or for personal use, any recorded video presentations, video recordings of official MTI events, speeches and official audio recordings.

29. Events

MTI supports the practice of regional local training events, including event known as “Personal Business Opportunity Meetings” and “Private Business Receptions”, as MTI views such events as valuable educational platforms when conducted properly with both professionalism and integrity.

30. Privacy

30.1. MTI is committed to protect the privacy of its members personal information confirming their utilization of the MTI online trading platform.

30.2. Any unauthorized disclosure or access of personal information by any member or proxy of such members, including but not limited to detailed account information, the full details of the identification of such member and the statements of account pertaining to such member, is considered a violation of MTI’s privacy policy and is strictly prohibited.

31. Further limitations

31.1 MTI reserves the right to limit or disallow any marketing activities that is defamatory in nature which casts a negative view regarding the overall reputation of MTI and its members.

31.2 Members are to adhere to the advertising and representative guidelines set forth by the management of MTI.

- 31.3 Members may not interfere with the trading activities or decisions MTI under any circumstances, and will direct any query relating to trading activity to the MTI Support team.
- 31.4 Any query submitted by a member relating to a financial or accounting issue, the relevant member submitting such query is entitled to communicate to the Tier 2 and Tier 3 support levels within the MTI Support team structure.
- 31.5 Members are not permitted to submit any trading requests or orders nor instruct MTI or its management in respect of MTI's trading activities and/or otherwise interfere with the MTI trading pool activities.

32. Conclusion pertaining to general policies

- 32.1 The general policies and the rules and regulations related thereto, which are outlined in this part of this contract, are intended to protect the MTI online trading platform for all parties concerned, including all members, shareholders, directors, management officers and employees of MTI.
- 32.2 To ensure full compliance, members are instructed to adhere to these general policies as well as to the remaining terms and conditions of this contract.
- 32.3 Any breach of these general policies may result in the immediate suspension or termination of member's membership with MTI.

33. Declaration

- 33.1 By accepting to the general policies herein provided, members acknowledge and confirm that they have carefully read, understood and have agreed to comply to such policies.
- 33.2 Members further acknowledge and agree that the general policies herein provided form part of the terms and conditions of this contract as a whole, and are legally binding.

Part 4: Core/Brand values of MTI

34. Introduction

MTI takes great pride in its Core/Brand values and expects its leadership, management, staff and members to abide by these values in their professional dealings with one another and others not part of the MTI family.

35. Core/Brand values

- Family - “The love of family and the admiration of friends is much more important than wealth and privilege.” - Charles Kuralt.
- Passion – we take pride in everything we do.
- Fairness – we are objective and impartial in all our dealings.
- Caring – we communicate honestly and respectfully.
- Integrity – we are honest, transparent and committed to doing what is best for our members and our company.
- Excellence – we strive to be the best in all that we do.
- Partnership and collaboration – we rely on each other to learn and grow.
- Compassion - “Compassion is the greatest form of love humans have to offer.” - Rachel J. Scott.

Part 5: Code of Conduct

36. Forbidden activity by members

- 36.1 Members agree not to utilize the MTI online trading platform for any unlawful purpose whatsoever.
- 36.2 Members agree not to utilize any information obtained from the MTI online trading platform for the transmission of junk mail, chain letters or unsolicited emails or social media publications.
- 36.3 Members agree not to interfere or disrupt, or create an undue burden regarding the operation and administration of the MTI online trading platform in general.
- 36.4 Members agree not use any software devices that contain Artificial Intelligence (“AI”) known as a robot, spider or other like devices, to retrieve, index, or in any other way reproduce, modify or circumvent the navigational structure, security systems or presentation, or attempt to cause such activity to occur, regarding the functioning of the MTI online trading platform.
- 36.5 Members agree not to make any false, misleading or defamatory statements regarding MTI, its board of directors, management officers, its employees, its Bonus Plan, or against any other registered members (active or inactive), or against any party regarding their position within the MTI online trading structure or against the Core/Brand values of MTI, including MTI’s brand promise and vision.

- 36.6 Members agree not to display any trading results or bonuses awarded, without prior consent from MTI management and affected member/s whose data is being displayed therein.
- 36.7 Members agree not to make any outlandish or unreasonable income projections and testimonials to the public at large, such activity is strictly prohibited.
- 36.8 Members are prohibited from promoting, taking part or assisting in any activity which could destabilize the binary system or Compensation Plan, or to obtain undue financial gain through illicit activities such as rolling deposits schemes, unfair manipulation of the Bonus Plan, and/or any other similar type of unethical and forbidden activities within the MTI online trading platform.
- 36.9 Members agree not to publish any financial statements and any records depicting income and expenses obtained from the MTI online trading platform and documents of a similar nature, on social media, websites, search engine websites or any other online platform.
- 36.10 Members agree not to produce or cause to be produced, any form media for public distribution, knowledge and publication, relating to financial statements and any records depicting income and expenses obtained from the MTI online trading platform and documents of a similar nature.

37. Member activity encouraged by MTI

- 37.1 Members are encouraged to conduct themselves as a manner which is courteous, fair, and ethical.
- 37.2 Where a member is a recognized legal entity, such members' staff and legal representatives acting on behalf of the legal entity, must conduct themselves in a courteous, fair and ethical manner.
- 37.3 Members are responsible for supervising and supporting sponsored referred members which they have introduced to the MTI online trading platform and form part of the member's down-line, such supervision and support includes the advising/educating/training of new members regarding the terms and conditions of this contract (such advice/education/training of new members must not be construed as the provision of financial advice and is merely an overview of how the MTI online trading platform functions and performs).
- 37.4 Members agree and undertake to maintain monthly communication activity with new referred members forming part of their respective down-lines by way of the following: personal one-on-one contact, telephonic/text message communication, written communication and regular attendance at membership meetings.

37.5 Members undertake to keep any and every MTI financial statements, figures, calculations and data obtained from the MTI online trading platform private and confidential.

38. Penalties regarding non-compliance

38.1 Members understand and acknowledge that if they fail to comply with the terms and conditions of this contract, MTI may at its discretion, terminate the membership of a non-compliant member, or impose upon such member any other appropriate disciplinary measure, including but not limited to the forfeiture of bonuses awarded to such member and the cancellation of the member's position within his/her down-line structure, irrespective of the status of any pending or cleared bonuses relating to such down-line position.

38.2 Should a member be in breach, default, or violation of the terms and conditions of this contract upon termination executed by MTI, such member will not be entitled to any further bonuses awarded by the MTI online trading platform.

38.3 Once this contract is terminated for whatever reason, the relevant member will irrevocably lose their rights as member pertaining to his/her position in their down-line structure, and rights bonuses associated to the MTI's Compensation Plan.

Part 6: MTI's Compensation Plan

39. The Compensation Plan in general

39.1 All members are instructed to understand the Compensation Plan and the functionality thereof.

39.2 The MTI Compensation Plan consists of 5 (FIVE) income streams, which is portrayed as follows:

39.2.1 40% (FORTY PERCENT) member's daily recurring Trading Bonus;

39.2.2 10% (TEN PERCENT) direct once-off Referral Bonus;

39.2.3 20% (TWENTY PERCENT) weekly profit sharing or Binary Bonus;

39.2.4 2.5% (TWO AND A HALF PERCENT) P1 Leadership Bonus;

39.2.5 2.5% (TWO AND A HALF PERCENT) P2 Leadership Bonus.

39.3 Daily results pertaining to the Compensation Plan will be displayed on the official Telegram Group, an example of such is depicted as follows:

4 May 2020 Daily Trading Income		6 May 2020 Daily Trading Income	
Members 40%	0.7196%	Members 40%	0.1612%
Binary 20%	0.3598%	Binary 20%	0.0806%
P1/P2 LB 5%	0.0899%	P1/P2 LB 5%	0.0201%
Traders 25%	0.4498%	Traders 25%	0.1008%
MTI 10%	0.1798%	MTI 10%	0.0403%
Total 1.7989%		Total 0.4031%	
MIRROR TRADING INTERNATIONAL		MIRROR TRADING INTERNATIONAL	

40. Terms and conditions pertaining to the 40% member's daily recurring Trading Bonus

40.1 The 40% member's daily recurring Trading Bonus is explained as follows:

- 40.1.2 A member qualifies for the daily recurring Trading Bonus once the relevant member successfully deposits Bitcoin into their account, which will be added to their trading pool balance automatically;
- 40.1.2 Upon verification of a member's Bitcoin deposited with MTI, such Bitcoin will be allocated to a trading pool which contains the total amount of Bitcoin held by MTI on behalf of its members, and such trading pool amount will be transferred to the relevant Forex/Cryptocurrency Broker and brokerage firm for the purposes of trade;
- 40.1.3 Member's Bitcoin held by MTI, will be allocated to the MTI trading pool balance and will be traded cumulatively on the following 24 (TWENTY FOUR) hour trading day;
- 40.1.4 Members will receive a 40% (FORTY PERCENT) share of the profits and losses, whichever is applicable, made during the trading day in relation to their percentage share they hold in the MTI trading pool (e.g. if a member holds Bitcoin to the value of 2% of the trading pool balance held by MTI, such member will be entitled to 2% of the trading profits or trading losses made on that particular trading day);
- 40.1.5 Trading only occurs from Monday to Friday, and excludes weekends (this provision is subject to change and MTI reserves the right to change trading days upon favorable market conditions and in line with the best interests of its members);
- 40.1.6 After the trading day as closed and results computed, members daily trading results are posted on each member's back office within the "Trading Bonus" section, under "See detailed report" by going to the "view" tab – Tuesday to Saturday of the MTI online trading platform, an example of such trading results are depicted as follows:

TRADING BONUS REPORT

Show 10 entries

Search:

#	Opening Balance	Trading Bonus	Closing Balance	Remark	Date	Statement
1	2.02494841	0.00326617	2.02821458	Trading Result (0.1613%)	2020-05-06 23:59:59	View
2	2.01697147	0.00797694	2.02494841	Trading Result (0.3955%)	2020-05-05 23:59:59	View
3	2.00255862	0.01441285	2.01697147	Trading Result (0.7197%)	2020-05-04 23:59:59	View
4	2.06154164	0.00841018	2.06995183	Trading Result (0.4080%)	2020-05-01 23:59:59	View
5	2.04645937	0.01508228	2.06154164	Trading Result (0.7370%)	2020-04-30 23:59:59	View
6	2.03406077	0.01239860	2.04645937	Trading Result (0.6095%)	2020-04-29 23:59:59	View

Open Trades:

Ticket	Open Time	Type	Lots	Item	Price	S / L	T / P	Price	Commission	R/O	Swap	Trade P/L
65926345	2020-05-06 04:05:05	buy	0.00597	eurCHF	1.05411	0.00	0.00	1.05225	-2.17	0.00	0.00	-123.17
65943078	2020-05-06 12:45:00	sell	0.00596	CHFJPY	108.942	0.00	0.00	108.933	-2.02	0.00	0.00	5.46
65946577	2020-05-06 14:15:00	buy	0.00594	USDJPY	106.197	0.00	0.00	106.072	-1.93	0.00	0.00	-75.69
65961104	2020-05-06 18:45:01	buy	0.00592	EURGBP	0.87521	0.00	0.00	0.87386	-2.07	0.00	0.00	-106.58
65961684	2020-05-06 18:55:00	buy	0.00593	AUDCHF	0.62532	0.00	0.00	0.62373	-1.23	0.00	0.00	-104.51
65962929	2020-05-06 19:10:00	buy	0.00593	EURUSD	1.08114	0.00	0.00	1.07929	-2.07	0.00	0.00	-118.61
65963511	2020-05-06 19:20:00	buy	0.00592	EURJPY	114.682	0.00	0.00	114.523	-2.07	0.00	0.00	-95.82
65967963	2020-05-06 21:55:00	buy	0.00591	CADJPY	75.162	0.00	0.00	74.964	-1.36	0.00	0.00	-119.29
65969534	2020-05-06 22:45:00	buy	0.00591	EURCAD	1.52672	0.00	0.00	1.52616	-2.06	0.00	0.00	-25.27
65969536	2020-05-06 22:45:00	sell	0.00591	GBPUSD	1.23410	0.00	0.00	1.23594	-2.36	0.00	0.00	-117.41
65969813	2020-05-06 22:50:00	buy	0.00591	USDCAD	1.41458	0.00	0.00	1.41411	-1.92	0.00	0.00	-21.23
65969816	2020-05-06 22:50:00	sell	0.00591	AUDCAD	0.90497	0.00	0.00	0.90659	-1.23	0.00	0.00	-73.12
65969819	2020-05-06 22:50:00	sell	0.00591	NZDUSD	0.60041	0.00	0.00	0.60175	-1.15	0.00	0.00	-85.58
										-23.63	0.00	-1,060.83
											Floating P/L:	-1,084.46

A/C Summary:

Previous Ledger Balance:	2,024,948.41	Current Draw Down %	-0.0535%
Closed Trade P/L:	3,264.98	Floating P/L:	-1,084.46
Pending Deposit:	0.00	Equity:	2,027,128.93
Balance:	2,028,213.39	Balance (BTC):	2.02821339
Gross Profit %:	0.4031%	Balance (USD):	\$ 18,760.97
Net Profit %:	0.1612%	BTC Price (USD):	\$ 9,250.00
Profit Share %:	40%		

- 40.2 In addition to the daily recurring Trading Bonus, MTI also offers members further opportunities for members to earn OPTIONAL additional income over and above their trading income which they already earn from the Compensation Plan, and such further opportunities require qualification in conjunction with the terms and conditions of this contract, and are further amplified in the clauses set out in clauses 41; 42 and 43 hereunder.
- 40.3 **IMPORTANT NOTICE:** The payment of bonuses as per the Compensation Plan are at the sole discretion of MTI and are governed by the terms and conditions set out in the Compensation Plan, and may be refused/withheld or deducted due to any misconduct or abuse on the part of a Sponsor member, which has been confirmed by MTI management (A Sponsor member's right to any bonus, as envisaged in the Compensation Plan, is subject to their adherence to the terms and conditions of the Compensation Plan and the terms and conditions of this contract).
41. **Terms and conditions pertaining to the 10% (TEN PERCENT) direct once-off Referral Bonus**

- 41.1 The terms and conditions pertaining to the 10% (TEN PERCENT) direct once-off Referral Bonus are described as follows:
- 41.1.1 A member is qualified to earn a once-off 10% (TEN PERCENT) direct once-off Referral Bonus for every member that such member successfully refers to the MTI online trading platform, and also for any amounts the referred member adds to the MTI trading pool over and above the referred member's high-water mark shown on their online dashboard (for a full explanation and presentation regarding the "high-water mark" members are referred to the official video contained on the MTI Youtube channel);
 - 41.1.2 A member will require a minimum balance of \$100 USD worth of Bitcoin in their account on the MTI online trading platform in order to qualify to earn the 10% (TEN PERCENT) direct once-off Referral Bonus;
 - 41.1.3 Should a member have a balance of under \$100 USD worth of Bitcoin in their account, MTI will allocated the 10% (TEN PERCENT) direct once-off Referral Bonus as follows:
 - 41.1.1.1 50% (FIFTY PERCENT) will be automatically allocated to the referring members trading pool balance;
 - 41.1.1.1 50% (FIFTY PERCENT) will be allocated to the member's available income wallet;
 - 41.1.4 The above automatic allocation will continue until the referring member's trading pool balance is equal to or above the required minimum balance of \$100 USD worth of Bitcoin;
 - 41.1.5 The calculation of such 10% (TEN PERCENT) direct once-off Referral Bonus is 10% (TEN PERCENT) of the value of the amount of Bitcoin that the referred member deposits with the MTI to be traded on the MTI online trading platform, and also includes further 10% (TEN PERCENT) of the value of the amount of Bitcoin which the said referred member subsequently deposits with MTI after becoming a member of MTI;
 - 41.1.6 A 10% (TEN PERCENT) direct once-off Referral Bonus is subject to a 7 (SEVEN) day waiting period before it is paid and cleared in the referring Sponsor member's account on the MTI online trading platform;
 - 41.1.7 **IMPORTANT NOTICE:** Members participating in the Referral Bonus scheme and who wish to earn this bonus by referring new prospective members to MTI, are strictly prohibited from unfairly manipulating the scheme by performing **Rolling Deposit Fraud**, which is conducted by the following activity:
 - a) A member will create and/or control multiple accounts on the MTI online trading platform in contravention of the terms and conditions of this contract;
 - b) The member controlling multiple accounts on the MTI online trading platform will either do so personally or in collusion with another MTI member, or a syndicate of members;
 - c) The member controlling another account or multiple accounts is, usually the Sponsor member of the account/s and such account/s under his control will be his/her direct referral/s;

- d) The Sponsor member who is controlling the multiple accounts will obtain a Referral Bonus for every deposit made into the accounts under his control;
 - e) The Sponsor member who is controlling the multiple accounts will either make deposits into the accounts personally or with a partner member, or a syndicate of members he/she is colluding with, and he/she will be awarded Referral Bonuses from MTI for such deposits made;
 - f) Certain deposit/s made by the Sponsor member, his/her partner member, or other syndicate members, will be disguised as legitimate deposits made into the controlled accounts, but these particular deposits will be made for the intention of manipulating and defrauding the Referral Bonus scheme, and such deposits will not be made for trading purposes;
 - g) Certain deposit/s made into the controlled account for the intention of manipulating and defrauding the Referral Bonus will remain in the controlled account for over 7 (seven) Calendar days as per the mandatory waiting period contained in clause 39.7.6 above, and the MTI online trading platform system will then automatically award the Sponsor member with a 10% equivalent Referral Bonus;
 - h) Once the Referral Bonus has been awarded to the Sponsor member's account, the Sponsor member will either personally, or through his colluding member/s, withdraw the Bitcoin he/she initially caused to be deposited into his controlled account;
 - i) The withdrawal of the initial deposit will occur shortly after of the mandatory 7 (seven) day waiting period;
 - j) The initial deposit would then be recovered by the Sponsor member, colluding member or syndicate members controlling the multiple accounts, and then the member/s will then re-deposit the Bitcoin back into another account or the same account under his or their control;
 - k) The initial deposit made by the Sponsor member or his colluding member/s will then be re-deposited or rolled within the MTI online trading platform on multiple occasions for the purposes of defrauding the MTI Referral Bonus.
- 41.1.8 All Referral Bonuses awarded via rolling deposit fraud will be canceled once MTI finds evidence of such activity;
- 41.1.9 Once MTI finds evidence regarding rolling deposit activity, the members participating in such activity will have their accounts suspended immediately;
- 41.1.10 Members who stand to have their accounts being suspended due to rolling deposit fraud will be notified once such decision has been made by MTI management, and once notification has been dispatched, the relevant account will be suspended;
- 41.1.11 Once the account has been suspended, MTI will embark upon on investigation into the activity of the account and the colluding accounts

associated to such account, and these associated accounts will also be suspended pending the outcome of the investigation;

41.1.12 Once the investigation has been completed, the investigating team will submit a report regarding the findings it has made to the MTI management;

41.1.13 MTI management will consider the findings made and will either dismiss the matter for lack of evidence with the suspension being uplifted, or confirm that rolling deposit activity has taken place via the evidence provided, and proceed to terminate the account/s in question;

41.1.14 Members will be notified accordingly of the decisions made after the investigation process has been finalized;

41.15 Once a member's account has been terminated due to rolling deposit fraud, such member will be banned from the MTI online trading platform indefinitely.

42. Terms and conditions pertaining to the 20% weekly profit sharing or Binary Bonus

42.1 The terms and conditions pertaining to the 20% weekly profit sharing or Binary Bonus are explained as follows:

42.1.1 20% (TWENTY PERCENT) of the daily trading profit derived from the trading activities is allocated to the weekly Binary Bonus profit sharing pool;

42.1.2 The Binary Bonus structure allows a Sponsor member to refer new members onto their left and right legs or binary teams respectively;

42.1.3 In order for a member to qualify for weekly profit sharing or Binary Bonus, a members requires a minimum of \$200 USD worth of Bitcoin as their in trade and a member is required to have personally referred and sponsored 2 (TWO) new members (one member in the Sponsor member's left and right leg or binary team respectively), with each referred member having a minimum of \$100 USD worth of Bitcoin as their balance in trade;

42.1.4 The third member which a member personally refers, will become a spill over on the binary structure for one of the members the member has introduced onto the binary structure as a member is only permitted to place a referred member on the outside of their left or right leg of their binary structure (spill over will also occur when a member's Sponsor or team members introduce and refer new members to the MTI online trading platform, spill over is not guaranteed);

42.1.5 Members are not bound by their personal performance and are not limited to the number of direct referrals that they can introduce to the MTI online trading platform;

42.1.6 20% of the weekly gross profit derived from MTI's trading activity through the cumulative use of all member's Bitcoin, is shared among all Binary qualified members, according to the total Bitcoin value deposited by the team members in the weakest leg of such Binary qualified members;

42.1.7 If a member has between \$200 USD and \$999 USD worth of Bitcoin in trade on the MTI online trading platform, such member qualifies to earn a Binary Bonus calculated in terms of the total Bitcoin value deposited by the team members in such qualified member's weakest leg, 10 levels deep;

- 42.1.8 A Binary qualified member's weaker leg or team Bitcoin total in trade does not fluctuate, and as the qualified member's team grow he or she has the option to their balance of Bitcoin in trade, thereby unlocking additional binary earning levels;
- 42.1.9 If a Binary qualified member has between \$1000 USD and \$4999 USD worth of Bitcoin in trade on the MTI online trading platform, such member qualifies to earn a Binary Bonus calculated in terms of the total Bitcoin value deposited by the team members in such qualified member's weakest leg, 20 levels deep;
- 42.1.10 If a Binary qualified member has between \$5000 USD and \$9999 USD worth of Bitcoin in trade on the MTI online trading platform, such member qualifies to earn a Binary Bonus calculated in terms of the total Bitcoin value deposited by the team members in such qualified member's weakest leg, 30 levels deep;
- 42.1.11 If a Binary qualified member has the equivalent of or more than \$10 000 USD worth of Bitcoin in trade on the MTI online trading platform, such member qualifies to earn a Binary Bonus calculated in terms of the total Bitcoin value deposited by the team members in such qualified member's weakest leg, infinite levels deep;
- 42.1.12 Binary Bonuses are paid every Saturday according to the Bitcoin value of the qualified weaker leg levels that a particular member has achieved in terms of the amount of Bitcoin such member has in trade at the time of payment of such Binary Bonus;
- 42.1.13 The maximum Binary Bonus payment that a Binary qualified member can achieve is, \$7500 USD worth of Bitcoin per week;
- 42.1.14 Binary Bonus payments are subject to a 7 (SEVEN) day waiting period.
- 42.2 Hereunder is an extract of a Binary income report as found in a member's back-office, which is depicted as follows:

BINARY INCOME REPORT

#	Transaction No	Weaker Leg Volume (BTC)	Binary Bonus (BTC)	Income Type	Date	Calculation
1	4403684237	61.54251767	0.19465861	Binary Income	2020-05-16	View
2	5551922315	53.85239598	0.18747109	Binary Income	2020-05-09	View
3	4550927850	56.50160964	0.22827764	Binary Income	2020-05-01	View

FORMULA:

$$([\text{Weaker Leg Volume}] / [\text{Total Weaker Leg Volume of Binary Qualified Members}]) \times [20\% \text{ of Weekly Trading Profit}] = [\text{Binary Bonus}]$$

CALCULATION:

$$([56.50160964] / [11,517.10853593]) \times [46.53138908] = 0.22827764 \text{ BTC}$$

TOTAL BTC IN TRADING POOL AT TIME OF CALCULATION: 4,261.61429493 BTC

43. Terms and conditions pertaining to the P1 and P2 Leadership Bonus

43.1 Terms and conditions pertaining to the P1 and P2 Leader are explained as follows:

43.1.1 The Part 1 Leadership Bonus (P1LB) is a sharing bonus where qualified members earn additional Bitcoin income for a period of 8 (EIGHT) weeks;

43.1.2 The Part 2 Leadership Bonus (P1LB) is an additional residual bonus which is earned by qualified members for assisting their referred team members to become Binary qualified;

43.1.3 Qualification for the P1LB Bonuses is as follows:

- a) There are 3 (THREE) requirements to earn a Part 1 Leadership Bonus share;
- b) A Member must have a minimum of \$200 USD worth of Bitcoin in trade on the MTI online trading platform;
- c) The relevant member must have personally referred 2 (TWO) members (one on their left leg and one on their right leg), who must be active members with a minimum of \$200 USD worth of Bitcoin in trade in each of their accounts on the MTI online trading platform;
- d) For every directly referred member, who becomes Binary qualified and has a minimum amount \$200 USD worth of Bitcoin in trade on the MTI online trading platform, a member earns 1 share on the P1LB pool;

43.1.4 Qualification for the P2LB Bonuses us as follows:

- a) There is 1 (ONE) requirement to earn Part 2 Leadership Bonus share;
- b) As soon as one of a member's personally referred members earns a share in P1LB pool, then the said member automatically qualifies for a share in the P2LB pool;
- c) For every personally referred member who qualifies for P1LB shares, a member will earn additional shares in the P2LB pool.

43.2 Hereunder is an extract of a P1 Leadership Bonus income report as found in a member's back-office, which is depicted as follows:

P1 LEADERSHIP BONUS REPORT

#	Transaction No	Shares	P1LB (BTC)	Income Type	Date	Calculation
1	5021283138	1 out of 3904	0.00142769	P1 Leadership Bonus	2020-05-16	View
2	6602925235	1 out of 3461	0.00157096	P1 Leadership Bonus	2020-05-09	View
3	4272022515	1 out of 2683	0.00202271	P1 Leadership Bonus	2020-05-01	View
FORMULA: $[\text{Shares In Pool}] / [\text{Total Shares In Pool}] \times [2.5\% \text{ of Weekly Trading Profit}] = [\text{P1 Leadership Bonus}]$						
CALCULATION: $[1] / [2683] \times [5.42693152] = 0.00202271 \text{ BTC}$						

43.3 Hereunder is an extract of a P2 Leadership Bonus income report as found in a member's back-office, which is depicted as follows:

P2 LEADERSHIP BONUS REPORT

#	Transaction No	Shares Bonus	Legs Bonus	Total P2LB Bonus	Income Type	Date	Calculation
1	4954120290	0.00575401	0.01778121	0.02353523	P2 Leadership Bonus	2020-05-16	View
2	1495544063	0.00642175	0.01726917	0.02369091	P2 Leadership Bonus	2020-05-09	View
3	8889512263	0.00780105	0.01981259	0.02761364	P2 Leadership Bonus	2020-05-01	View

SHARES FORMULA:

$[\text{Shares In P2 Pool}] / [\text{Total P2 Pool Shares}] \times [1.25\% \text{ of Weekly Trading Profit}] = [\text{P2 Shares Bonus}]$

$[6] / [2087] \times [2.71346576] = 0.00780105 \text{ BTC}$

LEGS FORMULA:

$[\text{Weaker Leg Volume of Direct P2LB Qualified Members}] / [\text{Weaker Leg Total of All P2LB Qualified Members}] \times [1.25\% \text{ of Weekly Trading Profit}] = [\text{P2 Legs Bonus}]$

$[71.46886586] / [9,788.13812832] \times [2.71346576] = 0.01981259 \text{ BTC}$

FORMULA:

$[\text{P2 Shares Bonus}] + [\text{P2 Legs Bonus}] = \text{TOTAL P2LB BONUS}$

CALCULATION:

$[0.00780105] + [0.01981259] = 0.02761364 \text{ BTC}$

Part 7: General terms and conditions regarding Sponsor members**44. Application of the general terms and conditions regarding Sponsor members**

- 44.1 The following general terms and conditions pertaining to Sponsor members, form part of this contract as whole.
- 44.2 In order for a Sponsor member to qualify for the previously mentioned Referral Bonus, Binary Bonus, P1 Leadership Bonus and P2 Leadership Bonus (which form part of the Compensation Plan), he/she must adhere to these specific general terms and conditions for Sponsor members.
- 44.3 The general terms and conditions for Sponsor members contained in this part of the overall contract, works together with the other terms and conditions of this contract, as well with the Compensation Plan, which together form the unified terms and conditions which Sponsor members of MTI must adhere to in order for such member to qualify for the 10% Referral Bonus, the options Binary Bonus and P1/P2 Leadership Bonus as per MTI's Compensation Plan.
- 44.4 MTI and the Sponsor member's contractual relationship pertaining to the bonuses the Sponsor member may earn via the aforementioned bonuses available to him or her, is reliant upon the Sponsor member accepting and agreeing to the terms and conditions of this contract as whole, to the provisions of the Compensation Plan and to the

specific provisions regarding the general terms and conditions for Sponsor members as contained herein.

44.5 The acceptance of the terms and conditions of this contract as whole, the provisions of the Compensation Plan and to the specific provisions regarding the general terms and conditions for Sponsor members by existing Sponsor members is vital for such Sponsor members to continue with their contractual relationship with MTI in order for them to earn further applicable bonuses as per the Compensation Plan.

45. Subject and conclusion of the Referral Agreement

45.1 MTI operates as a club, where new members can only invited or become part of the club structure through a referral from an existing member, who is known as the “Sponsor member”.

45.2 Only active Sponsor members may refer a new member to the MTI club structure by means of either a referral link or personal enrollment via the procedure detailed in the MTI back-office on the MTI online trading platform.

45.3 Any prospective member who has applied to become a member of MTI via a Sponsor member, is provided with a 7 (SEVEN) day “cooling-off” period, in which the prospective member is given the opportunity to conduct a further due diligence into MTI and its business operations before funding their MTI account with Bitcoin.

45.4 It is the responsibility of the Sponsor member to assist a prospective member in understanding all the terms and conditions of this contract, in understanding how the MTI online trading platform functions including the features, account security implementation options (including 2FA), and the provisions pertaining to bonuses as per the MTI Compensation Plan.

45.5 A prospective member’s account will be deleted should such prospective member fail to fund their MTI account within 7 (SEVEN) Calendar days after registering such account onto the MTI online trading platform.

45.6 As per the provisions contained in the Compensation Plan and the 10% (TEN PERCENT) direct once-off Referral Bonus, a Sponsor member is entitled to receive from MTI a Bitcoin payment which is the equivalent of 10% (TEN PERCENT) of the total amount of Bitcoin a prospective member, which the Sponsor member has referred to MTI, has deposited with MTI via MTI’s online trading platform.

45.7 The 10% (TEN PERCENT) direct once-off Referral Bonus Bitcoin payment made by MTI to a Sponsor member, is not deducted from any prospective member and is paid directly by MTI to the Sponsor member.

45.8 The Sponsor member may qualify for other bonuses as per the Compensation Plan, which includes the 20% weekly profit sharing or Binary Bonus and the P1 and P2

Leadership Bonus, if such Sponsor member meets all the qualification criteria for these respective bonuses, as set out in MTI's Compensation Plan.

- 45.9 Any MTI club member is eligible to become a Sponsor member on condition that they meet certain requirements, which are described as follows:
- 45.9.1 The relevant member has accepted to the terms and conditions of this contract, the qualification criteria regarding the 10% (TEN PERCENT) direct once-off Referral Bonus, the optional Binary Bonus and the P1 and P2 Leadership Bonus;
- 45.9.2 Should a Sponsor member fail to accept to the terms and conditions of this contract by failing to click on such option as contained in the MTI back-office of the MTI online trading platform, such Sponsor member will be unable to send referral links or to invite new prospective members to the MTI online trading platform, and will be restricted to partaking in the daily trading activities of MTI and the applicable 40% member's daily recurring Trading Bonus scheme as per MTI's Compensation Plan;
- 45.9.3 The Sponsor member must be active and a compliant member of MTI in order to retain Sponsor member status and to qualify for all the bonuses applicable to Sponsor member as per MTI's Compensation Plan;
- 45.9.4 Should a Sponsor member be investigated by MTI due to any misconduct, MTI will suspend/disable the Sponsor member's access to the MTI online trading platform, including the Sponsor member's back-office section, and such Sponsor member will not be able to refer any new prospective members until the investigation has been finalized.

46. The general preconditions of the Sponsor agreement

- 46.1 There are certain preconditions which a Sponsor member must achieve before they can proceed to refer new members to MTI, which are as follows:
- 46.1.1 Only registered, active, contractually compliant members may become a Sponsor member;
- 46.1.2 A member (either a natural person or legal entity) can only be referred once to MTI and can only enter 1 (ONE) contract with MTI, and it is strictly forbidden for parties to hold multiple fraudulent accounts under different aliases with MTI and MTI's online trading platform;
- 46.1.3 In amplification of the above provision (clause 41.10.2), a member can only have 1 (ONE) referral position in the Binary system, and this condition will be effective from the date of acceptance of this agreement by the relevant member joining MTI and the MTI online trading platform;
- 46.1.4 It is the discretion of MTI to permit a member to act as a Sponsor member, and MTI reserves the right to reject the application of a Sponsor member without providing reasons thereto;
- 46.1.5 In case of a breach to these general terms and conditions for Sponsor members and to other provisions contained in this contract, MTI shall be

entitled to terminate the Sponsor member's Sponsor status without prior notification and with immediate effect;

- 46.1.6 Should an immediate termination of a Sponsor member's Sponsor status occur, MTI expressly reserves the right to claim compensation from the defaulting Sponsor member for any damages or losses the Sponsor member has incurred upon MTI by recouping Bitcoin funds held in the Sponsor member's account via a set-off process, and if such a set-off recouping process fails to recover such losses and damages incurred, then MTI reserves the right to launch legal proceedings against the defaulting Sponsor in a relevant court of jurisdiction;
- 46.1.7 In amplification of the provisions above (42.1.6), the recouping of Bitcoin belonging to a defaulting Sponsor member for any damages or losses suffered by MTI, will be conducted by a set-off process, which will proceed as follows:
- a) Deducting the relevant amount of Bitcoin to cover MTI's damages or losses from any bonus awarded to the defaulting Sponsor member;
 - b) Should the amount of Bitcoin collected from the bonuses awarded to the defaulting Sponsor not be sufficient to cover the damages and losses incurred by MTI, then MTI reserves the right to seize and freeze the defaulting Sponsor member's entire capital amount in trade on the MTI online trading platform pending the outcome of an internal arbitration process and any further legal action that may arise.

47. Status of the Sponsor member as an entrepreneur and obligations of the Sponsor member

- 47.1 The status of the Sponsor member as an entrepreneur and the obligations of a Sponsor member in terms of this contract, are described as follows:
- 47.1.1 The Sponsor member acts independently from MTI;
- 47.1.2 The Sponsor member is not to be considered as an employee, official representative or agent of MTI;
- 47.1.3 The Sponsor member bears all risks connected to their MTI business activity, including bearing all business costs in relation to their referral activities and has no claim against MTI for any costs in relation thereto whatsoever;
- 47.1.4 During the Sponsor member's business activity with MTI, such Sponsor member may not harm or infringe upon the rights of third parties and violate relevant laws, legislation or regulations applicable in the country where such Sponsor member operates from;
- 47.1.5 Sponsor members are restricted from sending unwanted and harrasing electronic marketing materials, such as electronic advertisements, marketing faxes, phone-calls (including the usage of automated call centres and the like), text messages, emails to various members of the public and must market their referral business activity via the protocols as set out in the back-office of the MTI online trading platform and as per official MTI training resources;

- 47.1.6 Sponsor members are prohibited from conducting irregular or illegal business activity in relation to the MTI online trading platform, such as making incorrect, outlandish, deceptive, false and unauthorized claims in marketing material, and Sponsor members are specially requested to refrain from engaging in such activity;
- 47.1.7 Sponsor members are not entitled to sell the products and services of other companies to other members of MTI through the usage of MTI membership data lists as a source of prospecting such members;
- 47.1.8 Sponsor members are obliged to keep the business activity, structure and operations of MTI private and confidential;
- 47.1.9 As stipulated in clause 41.11.5 above, MTI provides marketing and sale-documentation material for all aspects of the MTI business operations, for use in all countries and jurisdictions where MTI conducts business, in the back-office section of the MTI online trading platform website;
- 47.1.10 Sponsor members are prohibited to utilize, produce and market their own brochures, own product brochures and/or other individually created press and marketing materials, without the prior written consent and approval of MTI, such consent and approval may be withdrawn at anytime;
- 47.1.11 The online services of MTI provided on its online trading platform, may only be marketed via the use of the marketing devices and marketing communication material provided by MTI, and the Sponsor member may not publish data plagiarizing such data and claiming it as their own intellectual property;
- 47.1.12 Where a Sponsor member advertises the services and products of MTI on online media such as social media platform (eg. Facebook, Twitter), online blogs or online forum chat-rooms, such Sponsor member may only utilize official marketing communication material provided by MTI, and may not publish data regarding his or her earnings or possible income projections pertaining to his or her relationship with MTI;
- 47.1.13 Sponsor members may not sell or otherwise propagate/transmit their own marketing and/or written documentation or multimedia productions to other MTI members, and Sponsor members may not publish such material in any way or form;
- 47.1.14 Sponsor members, whilst conducting their MTI business activity, are prohibited from making the impression to the public at large that they are dependent on MTI and are following their orders or instructions;
- 47.1.15 Sponsor members are prohibited from soliciting payment from the public at large by claiming to be an official representative of MTI, and Sponsor members are further prohibited from making any declaration or undertaking as if they were an official representative of MTI in any form whatsoever;
- 47.1.16 Sponsor members, whilst conducting their marketing activity of their MTI business, are to abstain from conducting fraudulent business practices, and Sponsor members are expressly obliged to introduce themselves as an independent and individual business member of MTI;
- 47.1.17 Sponsor members when producing online websites, letterheads, business cards, advertisements, and such like marketing material, must specify on

- such marketing material that they are an “*independent and individual business member of MTI*” in the text of such material when they are referring to themselves in terms of their business relationship with MTI;
- 47.1.18 Sponsor members are prohibited from soliciting loans, paying costs, undertaking obligations, opening bank accounts, concluding contracts or making a declaration containing contractual or vicarious obligations, which could possibly legally bind MTI to any sort of business activity conducted by such Sponsor member in form whatsoever;
- 47.1.19 Sponsor members during their MTI business activity, are prohibited from defaming or making illegal or false evaluations of the brand names and business operations or activities of other companies or competitors of MTI, in order to recruit members from such companies or competitors;
- 47.1.20 All presentations, marketing material, educational, photographic and video material provided in the back-office of the MTI online trading platform website remains the intellectual property of MTI, and such material may not be multiplied (partially or completely), spread or published by Sponsor members without the express written consent and approval of MTI;
- 47.1.21 The usage of the name, trading name, titles and common business names of MTI (also known as “distinguishing marks”) may be conducted only through the prior written consent and approval of MTI, the same procedure is applicable to the registration of domain names and email addresses that contain a distinguishing mark or characteristic common to MTI in any form;
- 47.1.22 Where a Sponsor member has registered an email address containing some kind of MTI characteristic as per clause 41.11.21 above, and the use of such email address has not been approved and consented to by MTI in writing, such email addresses should be immediately deleted;
- 47.1.23 Where a Sponsor member has registered a domain name containing some kind of MTI characteristic as per clause 41.11.21 above, and the use of such domain name has not been approved and consented to by MTI in writing, such domain name is to be transferred to MTI, and MTI undertakes to compensate the Sponsor member who has created such domain name, with the costs of transfer of such domain name to MTI;
- 47.1.24 **VERY IMPORTANT:** The manipulation of bonuses contained in the Compensation Plan are strictly forbidden, such manipulation includes, but is not limited, to rolling deposit schemes, and includes actions conducted by Sponsor members who perform the following:
- a) To refer or sponsor new prospective members to the MTI online trading platform who do not exist and do not perform business activity connected to MTI (such party is referred to as a “straw-man”);
 - b) To open multiple accounts on the MTI online trading platform via multiple fraudulent registrations, under various fraudulent aliases, which includes the name of spouses, relatives, business names, the names of other legal entities and third parties in order to gain an unfair financial advantage via the MTI Compensation Plan;

- 47.1.25 Any Sponsor member who wishes to continue their Sponsor member activity on another down-line structure may request the deletion of their position in such structure in writing, such request procedure is as follows:
- a) The request must clearly state the reason for the Sponsor member's request to move to another down-line structure;
 - b) The request must contain a confirmation that such Sponsor member's actual Sponsor is aware of the request and the reasons thereto;
 - c) Upon receipt of the request, which is to be made to MTI Support, MTI will consider the request and provide the member with the outcome of such consideration in writing;
 - d) MTI reserves the right to reject such transfer request without stating reasons and such decision to reject or accept such Sponsor member's request remains the sole discretion of MTI;
- 47.1.26 A Sponsor member is prohibited from communicating with the press or media in connection with his or her business relationship with MTI, the current services and products offered by MTI, MTI's Compensation Plan, and any other services and products offered by MTI from time to time;
- 47.1.27 A Sponsor member who is approached by the press or the media is obliged to refer such press or media personnel to MTI management via the MTI Support portal;
- 47.1.28 Sponsor members are obliged to support and train, without compensation due to the bonuses already obtained via the MTI Compensation Plan, his or her down-line personally referred members and spill-over members, such support and training includes, but is not limited to, appropriate support and training with regards to basic knowledge in operating the MTI online trading platform, the terms and conditions of this contract, the Compensation Plan, security options such as the implementation of 2FA protocol, security of passwords and email addresses and the basic use of the MTI back-office;
- 47.1.29 In the course of the business activities with MTI, Sponsor members are prohibited to communicate or transfer any information via any means regarding other members of MTI pertaining to gender, race, color, creed, nationality, ethnic group, tribe, language, disability, health status, religion, world view, political standpoint, philosophical standpoint, family status, sexual preferences, gender identity, trade union/association affiliation, and such communication or transfer of information includes and is not limited to audio and video recordings, photos, images, texts messages, computer files, coding, websites, social media sites and any other relevant medium;
- 47.1.30 A Sponsor member must conduct business in an ethical and credible manner, such requirement extends to such Sponsor member's down-line members, who are all required to deal ethically with prospective members, existing members and with MTI;
- 47.1.31 If MTI determines that unethical activities have taken place on the part of the Sponsor member, MTI reserves the right to warn, suspend or terminate the Sponsor member's membership status with MTI, including the suspension and termination of all relevant bonuses and payments associated thereto;

- 47.1.32 Under no circumstances is a Sponsor member, whose membership is terminated for any unethical or illegal activity, is entitled to sell or transfer their position on the MTI online trading platform;
- 47.1.33 Sponsor members are prohibited from taking part in the planning, executing, forming, or creating a group or group scheme or cartel, with other individual members, in a similar method of creating multiple accounts, (commonly known as “stacking”) to unfairly gain additional bonuses to manipulate and defraud the Compensation Plan;
- 47.1.34 Examples of unethical behavior by Sponsor members include, but are not limited to the following:
- a) Making unapproved income claims or revealing the amount of income that he/she has earned through the business relationship with MTI without prior consent from MTI management;
 - b) The use of any information in his/her back-office or activity report in a manner to influence another MTI member to alter their relationship with MTI in manner whatsoever;
 - c) The use of any information in his/her back office or activity report to compete with MTI in any manner whatsoever, either directly or indirectly, personally or through an agent or third party;
 - d) The provision, selling or revealing any membership data list and/or their contact information that appears on any activity report or down-line report to a third party, this includes data belonging to MTI or which appears in any other member’s activity report or down-line report;
 - e) Directly or indirectly disclosing the password or access code, including 2FA codes, to their own or to their referred members’ back-office or activity reports;
 - f) Any action of forgery to mimic the identity of another member in order to gain access to the member’s account, back office portal or activity report on the MTI online trading platform, such actions of forgery include and are not limited to the forging of a member’s signature, pretending to be a member via email/text message/Whatsapp message/phone-call/telegram message communications to MTI and MTI Support, utilizing software programs such as Photo-shop to pretend to be another member and sending forged manipulated documentation and photographs to MTI and MTI Support;
 - g) By competing directly or indirectly with the services offered by MTI by associating with another competing business entity or through the Sponsor’s own personal efforts;
 - h) Using aggressive or abusive language, inappropriate behavior or treatment against MTI shareholders, management officers, employees or members;
 - i) Engaging, promoting or encouraging any activity, behavior, scheme abuse or conduct in order to obtain an undue financial benefit from the Compensation Plan through its various bonuses available;

- j) Cross-line recruiting by the approaching of any current MTI member/s who is already referred and has been registered into the MTI structure;
- k) Soliciting a prospective member that has registered onto the MTI online trading platform and has been sponsored by another Sponsor member already, or prospective member who is considering to join MTI and who is being sponsored by Sponsor member and is looking to join the Sponsor member's down-line;
- l) Registering and funding a prospective new member in order to lock such prospective member into the MTI online trading platform, without obtaining their consent and authorization to do so.

48. Protection of the Sponsor, exclusion of territorial protection, special rights

- 48.1 A newly referred member will be linked to the MTI online trading platform of the Sponsor member who referred that member for the first time to MTI (this is known as "Sponsor protection").
- 48.2 The funding of new member's account by the new member with Bitcoin shall be the determining factor of the determination of the member's Sponsor member.
- 48.3 Where there are disputed pertaining to the identity of a Sponsor member, MTI will determine such identity by the identity provided when the first deposit of Bitcoin into the new member's account was made.
- 48.4 The observance of the Sponsor member's down-line is the basic principle that MTI adheres to for the protection of all Sponsor members.
- 48.5 **VERY IMPORTANT:** In cases where a member tries to register himself/herself several times through a "straw-man" scheme, different fictitious aliases, names of spouses, other relatives, trade names, fictitious legal entities with MTI in order to manipulates the Compensation Plan, change binary legs, or by giving false data to create multiple fictitious Sponsor member contractual relationships, may lead to the immediate suspension and eventual termination of the member status of such Sponsor member without notice or warning.
- 48.6 MTI is entitled to delete the names and email addresses of the Sponsor member from its database when email sent by MTI received back with the following message or similar to it: "invalid email address", and the Sponsor member fails to correct such name and email addresses within 7 (SEVEN) working days period.
- 48.7 Members may refer and sponsor new members in any country where MTI conducts business operations, without exclusivity.
- 48.8 Members conducting business in foreign countries must adhere to the terms and conditions contained in this contract, as well as to the relevant laws, legislation and regulations of that particular country.

48.9 Members and their Sponsor members are responsible for knowing and adhering to all laws and accepted business practices within the countries in which such members operate their MTI business, such laws and business practices include marketing practices and relevant competition laws.

49. Payment conditions, methods of payment of bonuses and transfer prohibition

49.1 MTI, through its Compensation Plan, offers a variety of different options which allow its members to earn income from various awarded bonuses.

49.2 Some of the payment options regarding the bonuses of the MTI Compensation Plan require the member and their Sponsor to be qualified, such qualification requirements are stipulated in the terms and conditions of the Compensation Plan (it is the responsibility of the member and their Sponsor member to keep abreast of any new developments regarding the Compensation Plan and ensure that they are qualified to obtain bonuses, as MTI will not be obliged to compensate a member or Sponsor member should they fail to meet the various qualification criteria contained in the Compensation Plan).

49.3 Payments relating to the 10% (TEN PERCENT) direct once-off Referral Bonus are paid to Sponsor members within 7 (SEVEN) Calendar days after a referred member deposits his/her Bitcoin into his/her MTI account and the Bitcoin payment has been confirmed and verified (MTI reserves the right to void and recover the Referral Bonus in full or in part should any irregularities occur within an 8 (EIGHT) week period, this measure is put in place to protect the integrity of the Compensation Plan, the Referral Bonus and the administration of MTI as a whole).

49.4 The payment of bonuses to the Sponsor member shall take place in the back-office of the MTI online trading platform.

49.5 The provisions and qualifications regarding the various bonuses available to members and Sponsor members are contained in the terms and conditions of the MTI Compensation Plan.

49.6 A Sponsor member may not assign or offer as security its rights resulting from any bonuses he or she is eligible for from the MTI Compensation Plan.

49.7 Members and Sponsor members are prohibited from attempting to encumber this contract with the rights of third parties.

49.8 Should a member who has been referred by the Sponsor to the MTI online trading platform elects to withdraw their Bitcoin within 7 (SEVEN) days from the date of initially depositing their Bitcoin into their MTI account, the 10% (TEN PERCENT) direct once-off Referral Bonus shall be canceled and forfeited to MTI.

50. Disabling/Suspension of a Sponsor member's account

- 50.1 Irrespective of the reasons for disabling/suspension mentioned in the other provisions of the terms and conditions of this contract, MTI reserves the right to disable/suspend a Sponsor member's account due to serious reasons.
- 50.2 To investigate any case regarding a breach of the terms and conditions of this contract, or breaches of other legal provisions, or due to other serious reasons conducted by a member and/or the Sponsor member, MTI expressly reserves the right to disable/suspend the online access of member and/or the Sponsor member to the MTI online trading platform without deadline, and if such member or Sponsor member fails to remedy such a breach, MTI will proceed to terminate the account of the member and/or the Sponsor member with immediate effect.

51. Termination of the Sponsor member agreement, consequences of such termination and the death of the Sponsor member

- 51.1 The Sponsor member agreement will terminate if the following events occur:
- 51.1.1 Upon the death, liquidation or sequestration of the Sponsor member;
 - 51.1.2 Upon the removal of the Sponsor member from the MTI online trading platform due to misconduct of any nature;
 - 51.1.3 If the Sponsor member's membership is terminated by either MTI or through the voluntary termination by the Member himself/herself.
- 51.2 The Sponsor member agreement may be inherited by observing the legal conditions as per clause 19 of this contract titled "Consequences of Insolvency and Succession pertaining to membership".
- 51.3 Following the termination of the Sponsor member agreement, it is forbidden for such ex- Sponsor members to utilise internet domain names or email addresses that contain any reference to MTI and to MTI's brand and trading names.
- 51.4 In the case of an internet domain run by an ex- Sponsor member, the ex-Sponsor member is required to hand this over to MTI, and MTI will pay the reasonable transfer costs, such arrangement is dependent on whether MTI had provided the Ex-Sponsor member with the requisite permission to use such domain when they were in active member, if such permission was not granted then the ex-Sponsor member will be liable for the requisite transfer costs.
- 51.5 Following the termination of the Sponsor member agreement by the Sponsor member, other than for reasons related to misconduct, the Sponsor member may only re-register with MTI after a 1 (ONE) month period.
- 51.6 After the 1 (ONE) month period mentioned in clause 47.5 above, the Sponsor member may send a request to the email address: support@mymticlub.com requesting permission to re-register onto the MTI online trading platform with an indication of

his future Sponsor, after receipt of such request MTI will inform the ex-Sponsor member via email to his/her email address regarding the acceptance or denial of such request.

51.7 The Sponsor member may conclude a new registration without special written consent 6 (SIX) months after the termination of the first Sponsor agreement.

51.8 As a result of any cancellation/termination of the Sponsor agreement, the Sponsor member shall not be entitled to receive bonuses from their down-line structure and forfeits any right thereto.

52. Transfer of the Sponsored structure to third parties

As a result of the risk of cybercrime such as hacking, no account shall be ceded or assigned to any third party, nevertheless and despite the presence of any terms and conditions of the contract to the contrary, MTI reserves the right, in exceptional circumstances to change account holders details.

Part 8: Know Your Customer ("KYC")

53. Performing due diligence on customers

53.1 MTI requires to know the customers/members with whom they are conducting business with, and MTI hereby implements a system to identify its members who have joined or are joining the MTI online trading platform.

53.2 MTI has developed and created a KYC system to ensure that the MTI online trading platform is protected from possible fraud, abuse and manipulation.

53.3 The KYC membership due diligence measure that MTI has implemented includes the following:

53.3.1 Identifying the member and verifying the member's identity using reliable, independent source documents, data or information;

53.3.2 Determining whether the member is acting on behalf of another person, and then taking reasonable steps to obtain sufficient data to verify the identity of that person;

53.3.3 Obtaining information for the purpose of securing the business relationship between MTI and its members;

53.3.4 Conducting ongoing due diligence on the trading business relationship between MTI and its members, and the scrutiny of transactions undertaken throughout the course of the aforementioned relationship to ensure that the transactions being conducted are ethical, lawful and in compliance with the terms and conditions of this contract.

53.4 The extent and specific form of the KYC measures put in place by MTI may be determined following a risk analysis based upon relevant factors, including the

member, their trading business relationship with MTI and the transactions being performed on the MTI online trading platform (MTI reserves the right to request more comprehensive KYC details and documentation from specific customers who are higher risk clientele).

- 53.5 A risk profile will be compiled for each and every member, and the factors which will be considered in determining a member's risk category include, but are not limited, to the following:
- 53.5.1 The type and background of member;
 - 53.5.2 The member's geographical location;
 - 53.5.3 The geographical sphere of the activities of the member (e.g. country, nationality of member);
 - 53.5.4 The nature of the activities performed by a member on the MTI online trading platform;
 - 53.5.5 The source of funding of a member's account;
 - 53.5.6 The frequency and scale of activity performed by a member on the MTI online trading platform;
 - 53.5.7 How the member's account is funded, such as P2P funding or direct Bitcoin deposit to MTI;
 - 53.5.8 The rate of activity on a member's on the MTI online trading platform, including whether the member's account is dormant or active;
 - 53.5.9 The suspicion or knowledge of fraudulent activity, money laundering, y be financing of terrorism or other crime.

54. MTI's KYC requirements

- 54.1 The requirements for KYC and due diligence of MTI will apply to all new members as well as, on the basis of materiality and risk, to existing members (existing members will be vetted within a specific time frame and notification thereof will be published on the MTI online trading platform).
- 54.2 In order for MTI to conduct KYC and due diligence on its members, the following information will be requested from MTI members who are individual natural persons:
- 54.2.1 Full names;
 - 54.2.2 Identification number;
 - 54.2.3 Date and place of birth;
 - 54.2.4 Nationality;
 - 54.2.5 Current permanent address.
- 54.3 In order to verify the identity of an individual natural person who is a member of MTI, the following documents may be requested from such members:
- 54.3.1 National identity card or document;
 - 54.3.2 Current valid passport;
 - 54.3.3 National Birth Certificate in cases where a member is a minor.

- 54.4 Original documents should be presented to MTI upon request via an acceptable form of communication permitted by MTI (e.g. email or online uploads), and if copies of documents are provided, such documents are to be certified by the relevant authorities and professionals who may certify such documentation.
- 54.5 In order for MTI to conduct KYC and due diligence on its members, the following information will be requested from members who are legal persons or entities:
- 54.5.1 Relevant resolutions, power of attorney, declaration or authorisation documentation verifying the person representing and purporting to act on behalf of the legal entity, with the appropriate identification documentation confirming the identity of such representative;
 - 54.5.2 If the legal entity is a private company relevant CIPC or like Company registry documentation confirming the incorporation and registration of such company and the documentation regarding the shareholding of such company;
 - 54.5.3 Where the legal entity is a Trust, verification of the identity of the trust's trustees are required and a certified copy of the Trust Deed is required;
 - 54.5.4 Where the member is a public listed company that is subject to regulatory disclosure requirements, it is not necessary to verify the identification of any shareholder of that company, other than the company's authorised representative who is contracting on behalf of the company with the necessary resolution, power of attorney declaration or authorisation associated thereto.

55. MTI KYC data recording

- 55.6 MTI will keep data records pertaining to member's KYC and due diligence process, including the necessary documentation associated thereto for a period of 1 (ONE) year after the termination of a member's membership with MTI.
- 55.7 MTI Support will be responsible for keeping of all data captured by the KYC and due diligence process, and such data will remain securely kept and managed by relevant MTI Support personnel.

Part 9: Peer-to Peer ("P2P") Transactions

56. Provisions regarding Peer-to-Peer (P2P) transactions

- 56.1 MTI provides a transactional service for members to internally transfer Bitcoin funds from their income wallet on the MTI account to another member on the MTI online trading platform;
- 56.2 The functioning of the P2P service is as follows:
- 56.2.1 An MTI member will obtain the username and userID of the member they wish to transfer funds to (members have the sole responsibility to accurately verify the exact username and userID of the party they wish to send the

- Bitcoin funds to, and MTI accepts no liability for any transactions which are sent to incorrect parties);
- 56.2.2 The MTI member will then transfer the Bitcoin funds from their income wallet to the relevant member who is a registered member on the MTI online trading platform;
- 56.2.3 The P2P transaction will be executed after the expiry of mandatory 7 (seven) Calendar day waiting period.
- 56.3 MTI accepts no liability for any P2P transactions which are made to the incorrect party and members are requested to properly verify the identity of account holders before performing any P2P transfer.
- 56.4 Should a member make a transfer to the incorrect party, MTI Support will endeavour to assist the member in retrieving the Bitcoin funds transferred by the following actions:
- 56.4.1 by engaging with the party where the funds were incorrectly transferred to requesting that the party return such funds voluntarily back to the member who made the incorrect P2P transfer;
- 56.4.2 If the party refuses to co-operate, MTI will request verification documentation from the member who made the incorrect P2P, which shows substantial proof of the transaction made and will retrieve the funds from the account of the party where the funds were incorrectly transferred and will return same to the member;
- 56.4.3 Should it be impossible for MTI to retrieve the funds incorrectly transferred, MTI reserves the right to suspend the account of the party of who received such funds until the party returns the funds back to the member who made the incorrect transfer;
- 56.4.4 Should the suspension of a party's account not produce any results with regards to the retrieval of the member's funds, MTI will proceed to terminate the party's membership with MTI.

Part 10: Handling of written queries and dispute resolution

57. Investigation and dispute resolution procedures regarding breaches of contract by members

- 57.1 Once MTI ascertains a breach to the terms and conditions of this agreement has been perpetrated its members, MTI will notify such members in writing of the said breach, which will be communicated via email and whatsapp/text message to the member's registered email address and telephone communication details provided on his/her back-office.
- 57.2 Once the relevant member is notified of the said breach, such member has 2 (TWO) days to respond to the notification and to rectify the breach in question.

- 57.3 Should the member fail to respond to the notification provided regarding the relevant breach, MTI will immediately suspend the member's account pending the outcome of a full investigation into the account activity of the member in order to obtain further detailed evidence concerning the breach in question.
- 57.4 Once a member's account has been suspended pending the outcome of a full investigation, written notification of such suspension will be forwarded to such member regarding the suspension of his/her account via email, telephone communication and via courier if such party has provided MTI with his/her physical address.
- 57.5 The above investigation will take a maximum of 7 (SEVEN) days to complete and the member's account shall remain suspended pending the outcome of the investigation.
- 57.6 Should the matter be a complicated one, with multiple accounts or multiple members involved in the breach, with Bitcoin deposits totalling a minimum of 0.5 Bitcoin, such investigation may be extended to another 7 (SEVEN) days to allow the investigating team to properly conclude their investigation into the matter.
- 57.7 Once an investigation has been conducted and all the evidence pertaining to such investigation has been collected, a report shall be compiled by the investigation personnel who will then forward same to MTI management with their relevant recommendations.
- 57.8 MTI management will review the report presented by the investigation team and will apply their minds to the matter and will either reject the findings of the investigation team and request further evidence, or dismiss the matter altogether if there is insufficient evidence to act against the relevant member.
- 57.9 Should MTI management decide that there is insufficient evidence to proceed further against the relevant member, the suspension of the member's account will be lifted within 24 hours of the suspension.
- 57.10 Should the suspension of a member's account be lifted, MTI accepts no liability for any loss of income with regards to the pause in trading activity on the member's account due to the said suspension (it must be noted that MTI will only exercise its right to suspend a member's account should there be evidence to compile a *prima facie* case or an answerable case of a serious nature requiring attention).
- 57.11 Should MTI management find reasonable proof that a member has violated the terms and conditions of this contract, MTI management will authorise the immediate suspension of a member's account, pending the final termination of the member's account.
- 57.12 Once a decision has been made to suspend a member's account, written notification of such suspension shall be forwarded to the relevant member via email, Whatsapp and courier (should MTI have the member's physical address on record).

57.13 After a member's account has been suspended, the member has an opportunity to make representations to the MTI Board of Directors with comprehensive reasons as to why his/her account should not be terminated.

57.14 The determination of the final termination of a member's suspended account regarding a breach of the terms and conditions of this contract remains the sole discretion of the MTI Board of Directors, and there is no deadline as to when such process can be finalised.

58. Handling of written queries made by members

58.1 The lead time of the investigation providing the basis for the assessment of questions, requests or occurring complaints made by MTI members and received by MTI Support is 7 (SEVEN) Calendar days.

58.2 The MTI Support team is accessible from the MTI online trading platform and deals with all queries relating to the back-office and queries in general submitted to support@mymticlub.com, such email address is the only recognized forum wherein MTI will entertain queries and requests from MTI members.

58.3 Social media platform queries and requests made by members to MTI management, is not permitted.

Part II: Closing provisions

59. Modification of agreement

59.1 MTI shall be entitled to modify the terms and conditions of this contract from time to time, such modifications shall be published by MTI in the back-office of the MTI online trading platform accessed by web address: www.mymticlub.com and/ or www.mirrortradinginternational.com.

59.2 Modifications and amendments made to the terms and conditions of this contract are valid exclusively in writing and notification of such amendment will be provided to members within 7 (SEVEN) days of such amendment on each and every member's back-office section.

59.3 If any provision of this contract is intended to be amended, which may infringe upon the rights of members who have pending transactions on the MTI online trading platform and the performance thereof, the member will have the opportunity to finalize the transaction before the aforementioned period of 7 (SEVEN) days has expired, thereafter members will be restricted to the new amended terms and conditions that have been implemented.
